

# **EXHIBIT P**

**LUCAS SAVITZ P.L.**

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***Attorneys for Plaintiff/Counterdefendant***

ZEE APPAREL INC. d/b/a SHOP UNDER

**UNITED STATES DISTRICT COURT**

**NORTHERN DISTRICT OF CALIFORNIA**

**SAN FRANCISCO DIVISION**

ZEE APPAREL INC. d/b/a SHOP UNDER,	) Case No. 3:16-cv-00755-HSG
a corporation incorporated under the laws of	)
the Province of Quebec, Canada,	)
	) <b>PLAINTIFF/COUNTERDEFENDANT</b>
Plaintiff/Counterdefendant,	) <b>ZEE APPAREL INC. D/B/A SHOP UNDER'S</b>
	) <b>INITIAL DISCLOSURES</b>
v.	)
	)
THE REALREAL, INC., a Delaware	)
corporation,	)
	)
Defendant/Counterclaimant.	)
	)
	)
	)
	)

Plaintiff/Counterdefendant Zee Apparel Inc. d/b/a Shop Under ("Zee Apparel") hereby provides the following Initial Disclosures pursuant to Federal Rule of Civil Procedure 26(a)(1):

**I. Individuals Likely to Have Discoverable Information That Zee Apparel May Use to Support Its Claims or Defenses**

Zee Apparel hereby gives notice that the following individuals are likely to have discoverable information that Zee Apparel may use to supports its claims or defenses:

<b><u>Name</u></b>	<b><u>Address &amp; Telephone Number</u></b>	<b><u>Subject(s) of Information</u></b>
Sean Erez	May only be contacted through the undersigned counsel for Zee Apparel.	The consignment relationship between The RealReal, Inc. ("TRR") and Zee Apparel, including, but not limited to, Zee Apparel's demands for return of its product units; TRR's failure and refusal to return product units to Zee Apparel; TRR's failure and refusal to provide Zee Apparel any opportunity to retrieve its product units from TRR; TRR's delayed return of certain product units to Zee Apparel; and certain product units that, upon information and belief, were damaged while in TRR's physical possession.
Miriam Erez	May only be contacted through the undersigned counsel for Zee Apparel.	The consignment relationship between TRR and Zee Apparel.
Carine Karam	c/o TRR's Counsel of Record in this action	The consignment relationship between TRR and Zee Apparel, including, but not limited to, Zee Apparel's demands for return of its product units; and TRR's failure and refusal to return product units to Zee Apparel.
The member(s) of TRR's "authentication team" that, pursuant to the allegation in paragraph 87 of TRR's Counterclaims, "determined based on an initial evaluation that a large number of the 145 items appeared to be	c/o TRR's Counsel of Record in this action.	Zee Apparel's defenses to TRR's claims that certain product units consigned by Zee Apparel to TRR are not authentic.

1 2 3	counterfeit ... [and] [u]pon further review and examination ... determined that approximately 94 of the items are counterfeit.”		
4 5 6 7 8 9 10 11	Dana DuFrane	c/o TRR’s Counsel of Record in this action	Zee Apparel’s demands for return of its product units; TRR’s failure and refusal to return product units to Zee Apparel; TRR’s failure and refusal to provide Zee Apparel any opportunity to retrieve its product units from TRR; TRR’s delayed return of certain product units to Zee Apparel; and TRR’s communications with nonparties concerning Zee Apparel’s product units.
12 13 14	Julie Wainwright	c/o TRR’s Counsel of Record in this action	Zee Apparel’s demands for return of its product units; and TRR’s actions with respect to consignor-owned product units that TRR believes to be inauthentic.
15 16 17	Authenticator(s) from authenticate4U.com	Tel. No.: +44 1592 806408	Zee Apparel’s defenses to TRR’s claims that certain product units consigned by Zee Apparel to TRR are not authentic.
18 19 20 21 22 23	Nonparties with whom TRR communicated pursuant to the allegation in paragraph 69 of TRR’s Counterclaims that “The RealReal reached out to federal authorities and brand owners to allow them to inspect the counterfeits and to assist these entities in combating counterfeiters.”	Currently unknown.	Zee Apparel’s defenses to TRR’s claims that certain product units consigned by Zee Apparel to TRR are not authentic.

**II. Categories of Documents and Tangible Things that Zee Apparel May Use to Support Its Claims or Defenses**

Categories of documents (including, but not limited to, electronically stored information) and tangible things in Zee Apparel's possession, custody, or control, which Zee Apparel may use to support its claims or defenses include:

A. Pleadings (including the exhibits thereto), discovery requests, and all other papers that have been filed and/or served in this action on or before the date of these Initial Disclosures;

B. Correspondence between Zee Apparel and TRR;

C. Correspondence between Zee Apparel and Carine Karam, prior to Ms. Karam's employment with TRR;

D. Documentation evidencing, showing, or reflecting Zee Apparel's contractual relationship with TRR;

E. Documentation evidencing, showing, or reflecting that TRR changed the terms of its contractual relationship with consignors following the termination of its consignment relationship with Zee Apparel;

F. Documents evidencing, showing, reflecting, or relating to TRR's sale of product units that Zee Apparel consigned to TRR;

G. Documents evidencing, showing, reflecting or relating to TRR's payment of monies to Zee Apparel in relation to TRR's sale of product units that Zee Apparel consigned to TRR;

H. Documents evidencing, showing, reflecting, or relating to Zee Apparel's demands for return of product units by TRR;

I. Documents evidencing, showing, reflecting, or relating to TRR's failure and refusal to return to Zee Apparel, product units that Zee Apparel demanded to be returned;

J. Documentation evidencing, showing, reflecting, or relating to TRR's failure and refusal to provide Zee Apparel any opportunity to retrieve its product units from TRR;

K. Documentation evidencing, showing, or reflecting TRR's delayed return of certain product units to Zee Apparel;

1 L. Images of the product units that, upon information and belief, were damaged while in  
2 TRR's physical possession;

3 M. Documentation evidencing, showing, reflecting, or relating to TRR's acceptance of  
4 customer returns (to TRR) of product units that Zee Apparel consigned to TRR;

5 N. Documentation evidencing, showing, reflecting, or relating to product unit authenticity;

6 O. Documents evidencing, showing, reflecting, or relating to Zee Apparel's damages  
7 resulting from TRR's breach of its contract with Zee Apparel; and

8 P. Documents evidencing, showing, reflecting, or relating to Zee Apparel's damages with  
9 respect to its claim for conversion against TRR.

10 **III. Damages Claimed by Zee Apparel**

11 Zee Apparel's investigation of its damages in this action remains ongoing, but such damages  
12 include:

13 A. Damages resulting from TRR's failure and refusal to return product units to Zee  
14 Apparel, in an amount well in excess of the jurisdictional minimum amount of US\$75,000.00;

15 B. Damages resulting from TRR's delay in returning product units to Zee Apparel;

16 C. Damages resulting from TRR's failure to pay Zee Apparel monies owed for the sale of  
17 product units as to which TRR accepted customer returns in violation of TRR's customer Return  
18 Policy, in an amount exceeding US\$15,500.00;

19 D. Damages resulting from certain product units that, upon information and belief, were  
20 damaged while in TRR's physical possession;

21 E. Compensation for Zee Apparel's time and money expended in pursuit of the product  
22 units that TRR failed to return in response to Zee Apparel's December 8, 2015 demand for return of its  
23 property; and

24 F. Damages for TRR's wrongful detention of the product units that TRR failed to return in  
25 response to Zee Apparel's December 8, 2015 demand for return of its property.

26 Zee Apparel also seeks all interest, costs, and disbursements that are requested in Zee Apparel's  
27 Complaint and its Answer, Defenses, and Affirmative Defenses to TRR's Counterclaims in this action.

1 **IV. Insurance Agreements**

2 Zee Apparel is not currently aware of any insurance agreement that will provide coverage with  
3 respect to any of the claims asserted in TRR's Counterclaims herein.

4 **V. Reservations**

5 A. Zee Apparel provides the foregoing Initial Disclosures without waiving in any manner:  
6 (i) any right to object on any basis permitted by law to the use of any information set forth in such  
7 Initial Disclosures for any purpose in this or any other action; and (ii) any right to object on any basis  
8 permitted by law to any discovery request involving or related to any subject matter of such Initial  
9 Disclosures, including, but not limited to, any right to object to providing information or  
10 documentation in response to any such discovery request prior to entry by the Court of an Order  
11 protecting the confidentiality of such information or documentation; and

12 B. Zee Apparel reserves the right to supplement or amend these Initial Disclosures as this  
13 action, and discovery therein, progresses.

14 Dated: May 27, 2016

15 **LUCAS SAVITZ P.L.**

16 By:   
17 Hal M. Lucas (*Admitted pro hac vice*)

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23 -and-

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*Attorneys for Plaintiff/Counterdefendant*  
ZEE APPAREL INC. d/b/a SHOP UNDER

**CERTIFICATE OF SERVICE**

*Zee Apparel Inc. d/b/a Shop Under v. The RealReal, Inc.,*  
United States District Court for the Northern District of California  
Case No. 3:16-cv-00755-HSG

I am employed in the County of Miami-Dade, State of Florida. I am over the age of 18 years and not a party to the within action. My business address is 169 East Flagler Street, Suite 1534, Miami, Florida 33131.

On May 27, 2016, I served a true and correct copy of the foregoing document described as:

**PLAINTIFF/COUNTERDEFENDANT ZEE APPAREL INC.  
D/B/A SHOP UNDER'S INITIAL DISCLOSURES**

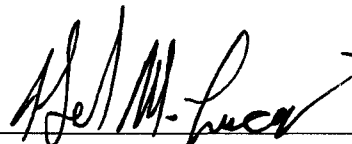
on The RealReal, Inc.'s Counsel of Record in this action as follows:

Michael J. Bettinger  
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*Attorneys for Defendant/Counterclaimant The RealReal, Inc.*

☒ BY E-MAIL: I caused a copy of the document listed above to be sent from e-mail address hlucas@lucassavitz.com to the persons at the e-mail addresses listed above. Written consent has been received in accordance with Fed. R. Civ. P. 5(b)(2)(E) to serve such document via e-mail.

I certify under penalty of perjury under the laws of the United States of America that the above is true and correct.

Executed on May 27, 2016, at Miami, Florida.

  
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Hal M. Lucas